

## **REMARKS**

The Examiner has indicated that Claims 18, 20, and 27-31 would be allowable if rewritten in independent form. Claim 1 has been amended to add the limitations of objected to Claim 29 so that Claim 1 as currently amended is Claim 29 in independent form. Thus, Claim 1 and claims dependent thereon should be allowable.

The Examiner has rejected Claims 1, 6, 7, 16, 17, 19, 24-26 under 35 USC 103(a) as unpatentable over Nissen in view of Gordon. The Examiner argues that Nissen shows the trampoline device of the rejected claims absent the teaching of the flexible material substantially entirely surrounding the periphery of the individual play areas. The Examiner then cites Gordon as teaching flexible material completely surrounding a play area. As indicated above, Claim 1 has now been amended to include the limitations of Claim 29 which has been indicated by the Examiner would make Claim 1 allowable (Claim 29 written in independent form). Independent Claim 24 has been cancelled. Therefore, this rejection now applies to and will be argued in regard to independent Claim 25 and claims dependent on Claim 25. Claim 25 has been amended to correct an antecedent problem (the word “the” prior to “at least two flexible material units” has been removed since “at least two flexible material units” had not previously been referred to), but is substantively the same as previously presented. Thus, no new issues are raised by the amendment of Claim 25.

The Examiner does not apply the cited Nissen and Gordon prior art specifically to Claim 25 other than the general rejection on the ground that Nissen shows the trampoline device of the rejected claims absent the teaching of the flexible material substantially entirely surrounding the periphery of the individual play areas and that Gordon teaches flexible material completely surrounding a play area. The Examiner does not address the requirement in Claim 25 that each individual play area is formed by an individual preassembled flexible material unit configured so that the flexible material substantially

surrounds the entire periphery of an individual play area, and that the mounting frame supports at least two flexible material units to form the individual play areas. Figs. 5 and 10 show these individual preassembled flexible material units, and Figs. 1, 6, 7, 8, 9, 13, and 15 show these individual preassembled flexible material units installed and supported by the mounting frame to form the individual play areas. None of the Gordon Patent Nos. 4,433,838; 4,569,515; or 7,037,220 show individual preassembled flexible material units forming separate play areas. For example, Figs. 6 and 7 in Gordon Patent No. 4,433,838, and Figs. 6, 7, and 10 in Gordon Patent No. 4,569,515 show the individual play areas formed together from various pieces of net material. There is no suggestion that the areas could be formed individually by separate individual preassembled flexible material units. It has been found that with the individual preassembled flexible material units, the assembly of the apparatus is easier, and also that the individual units can be sent back for repair or replacement, if needed, rather than having to take down and send back all of the netting material if repair is needed. This has been found to be an advantage and improvement over the construction used in the apparatus of Patent Nos. 4,433,838 and 4,569,515. The provision of these individual preassembled flexible material units to form the individual play areas is not shown or suggested by the cited prior art. Therefore, it is submitted that Claim 25, as it stands, is not obvious and should be allowable. The claims dependent on Claim 25 should also be allowable.

Claims 8, 30, and 31 have been amended to change dependency. No substantive amendments have been made.

Applicant has added New Claims 32-34, which are Claims 6, 16, and 18 made dependent on Claim 25. Thus, three new claims have been added, and three claims have been cancelled, so the total number of claims remains the same.

Please charge additional fees due, or deposit any overpayments, to Deposit Account No. 20-0100 of the undersigned.

Dated this 16th day of November, 2007.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert R. Mallinckrodt", written in a cursive style.

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